

BEFORE THE ARIZONA VETERINARY MEDICAL EXAMINING BOARD

IN THE MATTER OF:

**KELLY GRANT, D.V.M.**

Holder of License No. 1465  
For the practice of Veterinary  
Medicine in the State of Arizona,

**Respondent.**

) **Case No.: 19-10**

) **CONSENT AGREEMENT**  
) **FINDINGS OF FACT**  
) **CONCLUSIONS OF LAW**  
) **AND ORDER**

In the interest of a prompt and judicious settlement of the above captioned matter before the Arizona State Veterinary Medical Examining Board ("Board") and consistent with the public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. §32-2201 et. seq. and A.R.S. § 41-1092.07 (F)(5), the undersigned party, Kelly Grant, D.V.M. ("Respondent"), holder of license No. 1465 for the practice of veterinary medicine in Arizona and the Board enter into this Consent Agreement, Findings of Fact, Conclusion of Law and Order ("Consent Agreement") as final disposition of this matter.

**CONSENT AGREEMENT**

Respondent understands and agrees that:

1. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S. §32-2201, et. seq.

2. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement. Respondent has a right to a public hearing concerning this case. He further acknowledges that at such hearing she could

1 present evidence and cross-examine witnesses. Respondent irrevocably waives  
2 her right to such a hearing.

3 3. Respondent irrevocably waives any right to rehearing or review or to  
4 any judicial review or any other appeal of these matters.

5 4. The Consent Agreement, once approved by the Board and signed by  
6 the Respondent, shall constitute a public record, which may be disseminated  
7 as a formal action of the Board. Sufficient evidence exists for the Board to make  
8 the Findings of Fact and Conclusions of Law set forth in the Consent  
9 Agreement.

10 5. Respondent acknowledges and understands that this Consent  
11 Agreement will not become effective until the Board approves it and it is signed  
12 by the Board's Executive Director. Respondent acknowledges and agrees that  
13 upon signing and returning this Consent Agreement to the Board's Executive  
14 Director, Respondent may not revoke her acceptance of the Consent  
15 Agreement or make any modifications to the document, regardless of whether  
16 the Consent Agreement has been issued by the Executive Director.

17 6. If any part of the Consent Agreement is later declared void or  
18 otherwise unenforceable, the remainder of the Order in its entirety shall remain  
19 in force and effect.

20 7. Respondent acknowledges that any violation of this Consent  
21 Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-2232 and  
22 may result in disciplinary action pursuant to A.R.S. § 32-2234.

23 8. This Consent Agreement and Order is effective on the date signed by  
24 the Board.  
25

DATED this 3 day of January ~~2018.~~ <sup>2019</sup>

  
Kelly Grant, D.V.M.

**FINDINGS OF FACT**

1. The Board is the duly constituted authority for the regulation and control of the practice of veterinary medicine in the State of Arizona.

2. Respondent holds license No. 1465 for the practice of veterinary medicine in the State of Arizona.

3. On August 4, 2017, "Bling Bling," an 11-year-old male Cockapoo was presented to Respondent for a red lesion on the abdomen evaluated. The medical record reads that the dog was presented for a dry nose, hair loss over the right eye, scratching at face and ears; check masses on entire body. The dog was currently on ½ Benadryl as needed. Upon exam, the dog had a weight = 29 pounds and a respiration rate = 80rpm; no temperature or heart rate – dog will bite and was muzzled. Respondent noted that the dog was slightly overweight, joint effusion and peri-articular scar to both stifles, mild red conjunctiva, red skin on face and peri-ocular small red plaque of thickened skin just left of prepuce on ventral abdomen. Respondent's assessment was older dog, old injuries/arthritis stifles, and allergies. The following was recommended and administered to the dog:

a. Kenalog 0.3cc (concentration and route unknown);

- 1           b. Tramadol 50mg, 15 tablets; ½ -1 tablet orally every 12 hours as  
2           needed for pain;  
3           c. Recommended Benadryl 25mg twice a day for the next two  
4           weeks; and  
5           d. Recommended a daily joint supplement.

6           4. According to Complainant, she had to ask what signs or symptoms to  
7           watch for. Respondent advised that the dog may have increased thirst. No risks  
8           or warnings were discussed prior and no blood work was offered.

9           5. Complainant reported the dog began having increased thirst. Over the  
10          weekend the dog's thirst increased further and was up every hour or two to  
11          urinate.

12          6. On August 14, 2017, Complainant contacted Respondent's premise to  
13          report the dog was incontinent. According to Complainant, she was advised  
14          that this was normal and to wait to see how the dog would do by the end of  
15          the week. It is documented in the medical record that Respondent advised  
16          that the steroid should wear off by the end of the month.

17          7. Later that day, the dog was unaware he was in a puddle of urine.  
18          Additionally, the dog was disoriented, his hearing and gait were off, and had a  
19          greater increase in thirst and urination. Complainant made an appointment to  
20          be seen the following day.

21          8. On August 15, 2017, the dog was presented to Respondent due to  
22          polyuria/polydipsia. The dog was eating well, not lethargic and was currently  
23          on Benadryl and glucosamine supplements. Upon exam, the dog had a weight  
24          = 28.50 pounds, a pulse rate = 116bpm and a respiration rate = 90rpm; no  
25          temperature taken. Respondent noted that the skin lesion was gone and there

1 was licking occurring on the left front paw. Blood work and urinalysis was  
2 recommended and approved.

3 9. On August 16, 2017, Complainant was contacted with the results of the  
4 lab work by Respondent's associate, Dr. Wynn. She was advised that the dog  
5 had high blood glucose and glucose in the urine consistent with diabetes  
6 mellitus. Complainant became upset that the dog became diabetic as a result  
7 of the Kenalog injection; she was not told of the possible side effects. It was  
8 recommended Complainant come to the premise for insulin demo and to  
9 discuss diabetes in more detail. Complainant felt the premise should be  
10 financially responsible for the dog's treatment and requested to speak with a  
11 manager. Humulin N 100unit/mL – give 3 units SQ every 12 hours – give after  
12 meals.

13 10. Later that day, the premise manager contacted Complainant.  
14 Complainant reiterated that she felt the premise should be responsible for  
15 treating the dog's diabetes. She further felt that blood work should have  
16 recommended prior to the Kenalog injection. The manager explained that she  
17 spoke with both doctors and they felt it was not likely that one Kenalog  
18 injection would cause this issue. Additionally, blood work was not indicated in a  
19 patient with allergy concerns. Complainant requested to speak with higher  
20 management; the premise manager advised that her supervisor would not be  
21 available until later in the week.

22 11. Later, Complainant went to the premise to pick up the prescription for  
23 insulin. SKK advised that she had a donated bottle of Novolin N to give  
24 Complainant to help with the costs of treatment. Complainant advised that she  
25

1 would like a copy of her dog's medical records as she no longer felt safe  
2 having her pet treated at that premise.

3 12. The dog was presented to Dr. Taetle at Pima North Animal Hospital. Dr.  
4 Taetle went over the dog's current history and examined the dog. His  
5 differentials were diabetes mellitus and iatrogenic Cushing's disease – a  
6 glucose = 673mg/dl. He recommended insulin therapy be started under  
7 hospital supervision the following day.

8 13. Complainant was reluctant to start the insulin in hopes the diabetes  
9 would resolve as the steroid injection wore off.

10 14. On August 21, 2017, Dr. Taetle's associate, Dr. Walker, took over the case.  
11 Based on the dog not improving, Complainant agreed to start the dog on  
12 insulin.

13 15. Dr. Walker monitored the dog's diabetes. The dog's symptoms continued  
14 to improve on insulin and Complainant helped monitor the dog with glucose  
15 strips at home.

#### 16 CONCLUSIONS OF LAW

17 16. The Findings of Fact constitute administrative violation of **A.R.S. § 32-**  
18 **2233 (B) (3)** minor records violations that are routine entries into the medical  
19 record and that do not affect the diagnosis or care of the animal; failure to  
20 document in the medical record the concentration of Kenalog administered to  
21 the dog on August 4, 2017.

#### 23 ORDER

24 Based upon the foregoing Findings of Fact and Conclusions of Law, it is  
25 **ORDERED** that Respondent, License No. 1465, pay a **civil penalty of two hundred**

1 **and fifty dollars (\$250.00)** within 90 days of the effective date of the Consent  
2 Agreement. The civil penalty shall be paid in the form of a **cashier's check,**  
3 **certified check,** or **money order** made payable to the Arizona Veterinary  
4 Medical Examining Board.

5 1. Respondent shall obey all federal, state and local laws/rules governing  
6 the practice of veterinary medicine in this state.

7 2. Respondent shall bear all costs of complying with this Consent  
8 Agreement.

9 3. This Consent Agreement is conclusive evidence of the matters described  
10 and may be considered by the Board in determining an appropriate sanction  
11 in the event a subsequent violation occurs. In the event Respondent violates  
12 any term of this Consent Agreement, the Board may, after opportunity for  
13 Informal Interview or Formal Hearing, take any other appropriate disciplinary  
14 action authorized by law, including suspension or revocation of Respondent's  
15 license.

16 ISSUED THIS 9<sup>th</sup> DAY OF January, 2018<sup>9<sup>th</sup></sup>.

17 FOR THE BOARD:

18 ARIZONA STATE VETERINARY MEDICAL EXAMINING BOARD

19 Jim Loughhead, Chairperson

20 By Victoria Whitmore

21 Victoria Whitmore, Executive Director

22  
23 Original of the foregoing filed 9<sup>th</sup>  
24 This 9<sup>th</sup> day of January 2018<sup>9<sup>th</sup></sup> with:

25 Arizona State Veterinary Medical Examining Board  
1740 W. Adams St, Ste. 4600

1 Phoenix, Arizona 85007

2 Copy of the foregoing mailed by Certified, return receipt mail

3 This 9<sup>th</sup> day of January, 2018<sup>g</sup> to:

4 Kelly Grant, DVM

5 Address on file

6 Respondent

7 Copy of the foregoing mailed by regular mail

8 This 9<sup>th</sup> day of January, 2018<sup>g</sup> to:

9 David Stoll, Esq.

10 Beaugureau, Hancock, Stoll and Schwartz, PC

11 302 E. Coronado Rd

12 Phoenix, Arizona 85004

13 By: 

14 Victoria Whitmore, Executive Director